

DETAILED ACTION

Status of Claims

1. This action is in reply to the amendment filed on 24 February 2010.
2. Claims 1, 7, and 11 have been amended.
3. Claims 2, 6, 8-10, and 12-30 have been canceled.
4. Claims 1, 3-5, 7, and 11 are currently pending and have been examined.
5. This action is made FINAL.

Response to Arguments

6. Applicant's arguments with respect to claims have been considered but are moot in view of the new ground(s) of rejection.
7. With regard to Applicant's attempted traversals of Examiner's Official Notice, Examiner directs Applicant's attention to MPEP §2144.03(C). Applicant's attempted traversals are inadequate because Applicant neither specifically points out the supposed errors in Examiner's official notice nor why Applicant believes Examiner is in error. As noted in that section of the MPEP, Examiner is not required to provide a supporting reference for asserted common knowledge unless the subject matter of the asserted common knowledge is technical by nature and is itself beyond common knowledge. Due to the inadequate traversal of the Official Notice, the statements of official notice are now taken as admitted prior art.

Claim Rejections - 35 USC § 103

8. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

9. The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

10. Claims 1, 5, and 11 are rejected under 35 U.S.C. 103(a) as being unpatentable over the Overview of the HP Trade-in Process, hereinafter HP in view of Ellenson et al (US 2003/0200151), hereinafter Ellenson and further in view of Seretti et al (US 5,978,776), hereinafter Seretti in view of Helot et al (US 2002/0169675), hereinafter Helot.

As Per Claims 1 and 11:

HP, as shown, discloses the following limitations:

- o *causing a server computer, which is connected with the user computer in a communicable manner, to receive a quotation request of the used article and information on components included in the used article as quotation requirement information, which is required for quotation of the used article, from the user computer, and to determine a trade-in quote for the acceptance of the used article that is a trade-in if the used article with purchase of a product and a cash-out quote for the .acceptance of the used article that is a cash-out of the used article without*

purchase of a product, based on the read-out prices of components, [See at least Section 1: Tell us about your current products]

- o *quotation information including an acceptance of the used article at the trade in quote [See at least Sections 1 and 2: Tell us about your current products and ship your products for trade]*

HP does not disclose the following limitation. Ellenson, however, does disclose the following:

- o *(b) causing the server computer to send a quotation window,, which includes the trade-in quote and the cash-out quote determined in said step (a), and a cash-out option selected by the user to request a cash-out quote and a trade-in option selected by the user to request a trade-in at the trade-in quote to the user computer [See at least Figure 7G]*
- o *To refer to a components quote table to read out a price of each component included in the used article [See at least Figure 6F-6L and related text]*

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request of HP with the return of a quotation window of Ellenson because it "allows a consumer to accurately assess the current market value of his vehicle/item (Ellenson paragraph 0009 lines 13-14)." The combination of HP and Ellenson does not disclose the following limitations. Seretti, however, does disclose:

- o *wherein said step (b) causes the server computer to determine whether the cash-out quote, which has been determined based on the quotation requirement information, is in a preset allowable cash-out value range [See at least column 6 lines 31-55]*
- o *the trade-in quote being higher then the cash-out quote; [See at least column 6 lines 31-55]*

The combination of HP and Ellenson also does not disclose providing a cash-out quote Seretti in at least Figure 4 and related text does disclose providing a buy figure and an appraisal figure for a used item. It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window of HP and Ellenson with the cash-out quote and range of Seretti because it would allow a customer to quickly and easily obtain an accurate current market value for their item. Seretti also discloses determining if the quote is within an allowable range and displaying the quote based on that determination in at least column 6 lines 31-55. The combination of HP, Ellenson, and Seretti does not specifically disclose the following limitations. Helot, however, does disclose the following:

- *the trade-in option in a selectable manner, and the cash-out option in a selectable manner, and* [See at least paragraph 0048]
- *the trade-in option in a selectable manner, and the cash-out option in an unselectable manner, and excluding the cash-out quote.* [See at least paragraph 0048]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation systems of HP, Ellenson, and Seretti with the graying out of unavailable options of Helot because it easily, quickly, and conveniently allows a user to view and select the option that best suits their need and is most advantageous to them.

Claim 5:

The combination of HP, Ellenson, Seretti, and Helot, as shown in the rejection above, discloses all of the limitations of claim 1. Seretti also discloses the following:

- *step (a) causes the server computer to set a minimum value and a maximum value of the cash-out quote and a maximum value and a minimum value of the trade-in quote.*
[See at least column 6 lines 31-55]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, Seretti, and Helot with the maximum/minimum values of Seretti because it allows for an accurate market value to be set for the item while taking into consideration the different aspects (condition, added features etc) of the item.

11. Claims 3-4 are rejected under 35 U.S.C. 103(a) as being unpatentable over HP in view of Ellenson further in view of Seretti in view of Helot and even further in view of Official Notice (now admitted prior art).

Claim 3:

The combination of HP, Ellenson, Seretti, and Helot, as shown in the rejection above, discloses all of the limitations of claim 1. The combination of HP, Ellenson, Seretti, and Helot does not disclose *said step (a) causes the server computer either to determine first the cash-out quote and then the trade-in quote based on the predetermined cash-out quote in such a manner that the trade-in quote is higher than the cash-out quote, or to determine first the trade-in quote and then the cash-out quote based on the predetermined trade-in quote in such a manner that the trade-in quote is higher than the cash-out quote*. However, the Examiner takes **Official Notice (now admitted prior art)** that it is old and well known in the computation arts to determine two quotes in succession, without the order being significant. It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, Seretti, and Helot with the beneficial trade-in quote because the company that is providing the quote would like to offset the cost loss that occurs when a customer does not purchase a product when disposing of their old item.

Claim 4:

The combination of HP, Ellenson, Seretti, and Helot, as shown in the rejection above, discloses all of the limitations of claim 1. The combination of HP, Ellenson, Seretti, and Helot does not disclose *step (a) causes the server computer either to determine the cash-out quote and compute the trade-in quote as a function of the predetermined cash-out quote, or to determine the trade-in quote and compute the cash-out quote as a function of the predetermined trade-in quote*. However, the Examiner takes **Official Notice (now admitted prior art)** that it is old and well known in the computation arts to determine one value as a function of another. It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, Seretti, and Helot with the dependency of the quotes because it allows the company that is providing the quotes to minimize the cost loss that occurs when a customer does not purchase a product when disposing of their old item.

12. Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over HP in view of Ellenson further in view of Seretti in view of Helot and even further in view of Brian Marshall's article "How Internet Cookies Work," hereinafter Marshall.

Claim 7:

The combination of HP, Ellenson, Seretti, and Helot, as shown in the rejection above, discloses all of the limitations of claim 1. The combination of HP, Ellenson, Seretti, and Helot does not disclose the following limitation. Marshall, however, does disclose:

- o (c) in response to receipt of the user's selection of the trade-in option from the user computer after said step (b), causing the server computer to store a trade-in specification, which includes the quotation requirement information and the trade-in

quote, into a storage unit; [See at least Cookie Basics and How do Web sites use cookies]

- o *(d) in response to receipt of a product purchase request from the user computer, causing the server computer to read the trade-in specification stored in said storage unit, to send the read-out trade-in specification to the user computer, and to ask the user whether to effectuate a trade-in according to the trade-in specification. [See at least Cookie Basics and How do Web sites use cookies]*

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, Seretti, and Helot with the cookie of Marshall because "they provide a better user experience and make it much easier to gather accurate information about the site's visitors (Marshall paragraph 002)."

Conclusion

13. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.
- o Byers, Jr et al - US 2003/0004816: User-Specific Method of Selling Products
 - o Anwar – US 5,767,854: Multidimensional data display

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be

calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry of a general nature or relating to the status of this application or concerning this communication or earlier communications from the Examiner should be directed to **Stephanie M. Ziegler** whose telephone number is **571.272.4417**. The Examiner can normally be reached on Monday-Friday, 6:30am-3:00pm. If attempts to reach the examiner by telephone are unsuccessful, the Examiner's supervisor, **KAMBIZ ABDI** can be reached at **571.272.6702**.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://portal.uspto.gov/external/portal/pair> <<http://pair-direct.uspto.gov>>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at **866.217.9197** (toll-free).

Any response to this action should be mailed to:

Commissioner of Patents and Trademarks

P.O. Box 1450

Alexandria, VA 22313-1450

or faxed to **571-273-8300**.

Hand delivered responses should be brought to the **United States Patent and Trademark Office Customer Service Window**:

Randolph Building

401 Dulany Street

Alexandria, VA 22314.

/Stephanie Ziegler/ Examiner, Art Unit 3684
02 June 2010

Application/Control Number: 10/674,988
Art Unit: 3684

Page 10

/Nga B. Nguyen/

Primary Examiner, Art Unit 3684